

Exhibit K

LIBRARY OF CONGRESS
Copyright Office
of the United States
WASHINGTON, D.C.

THIS IS TO CERTIFY that the attached is a true representation of the document recorded in the Copyright Office Records in **VOLUME 2107 PAGE 21** on April 19, 1985.

THIS IS TO CERTIFY FURTHER, that due to the nature of the storage medium (microfilm), the attached photocopies are the best possible copies available.

IN WITNESS WHEREOF, the seal of this Office is affixed hereto on February 6, 2017.



Karyn Temple Claggett
Acting United States Register of Copyrights and Director

Jarletta Walls

By: Jarletta Walls
Supervisory Copyright Specialist
Records Research and Certification Section
Office of Public Records and Repositories

Use of this material is governed by the U.S. copyright law 17 U.S.C. 101 et seq.

Copyright
Office
of the
United
States

THE
LIBRARY
OF
CONGRESS

Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

DATE OF RECORDATION

19APR85

VOLUME

PAGE

2107

21

VOLUME

PAGE

2107

55



OFFICIAL SEAL

Register of
Copyrights and
Assistant
Librarian for
Copyright
Services

Certificate of Recordation
C 762 September 1985-15,000

vol. 2 | 07 | 93021

AFFIDAVIT OF AUTHENTICITY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

BEVERLY PARTRIDGE, being duly sworn, deposes and says:

1. I am the President of Cinema Shares
International Television, Ltd. and reside at 875 West End Ave.
New York, New York 10025.

2. I have compared the foregoing document with the original and certify that it is a true and complete copy thereof.

BEVERLY PARTRIDGE

Sworn to before me this
12th day of April, 1985

Anthony J. Asensio
Notary Public

ANTONIO J. TESORERO
R. F. ...
C. ...

Vol. 2107-122

MEMORANDUM DISTRIBUTION AGREEMENT

AGREEMENT made the 7th day of November, 1984 by and between CINEMA SHARES INTERNATIONAL TELEVISION, LTD., 450 Park Avenue, New York, New York 10022 ("Distributor") and SPECTACULAR TRADING COMPANY HK LTD., 113 Wardour Street, London W1, England ("Licensor").

WHEREAS, Licensor owns and controls the sole and exclusive right to exhibit, distribute, market and exploit the feature length motion picture entitled "Space Invaders: 1999 (a/k/a "Space Warriors 2000").

Licensor hereby grants to Distributor, upon the terms of this Agreement, the sole and exclusive right to exhibit, distribute, market, exploit, sell, advertise and publicize the said motion picture and to cause, license and permit others to exhibit, distribute, market, exploit, sell, advertise and publicize same throughout the United States and English Canada re: TV, United States only re: video cassette and disc (home video) ("Territory"), for any and all purposes whatsoever and in all media, including, without limitation, non-theatrical, free (network and syndication), pay, toll, commercial, non-commercial, subscription, community antenna, cable, closed circuit, microwave relay, video cassette and video disc (including home video), herein deemed to mean any and all forms and methods of television, including but not limited to 35mm, 16mm and tape. Also including, without limitation, all Government Services Agencies, Army, Navy and other military or armed services installations, commercial and non-commercial air flights, ships at sea, American Red Cross, Veteran's Hospitals or similar facilities in all guages, including, but not limited to 35mm, 16mm or tape.

TERM: The term of this Agreement shall be for a selling period of Fifteen (15) years commencing November 30, 1984. Selling period shall herein be deemed to mean that Distributor

SPECTACULAR TRADING CO. LTD.
BY *[Signature]* *[Signature]*

Vol 210700 000

shall be able to enter into License Agreements through November 30, 1999 for periods extending to time periods after that date until November 30, 2006.

Distributor shall receive as its distribution fee ninety (90%) percent of gross sales made by Distributor for exhibition of the Motion Picture ("Proceeds"). Gross sales shall be defined as all monies received from the sale of the Motion Picture by the Distributor within the Territory. Licensor shall receive the other ten (10%) percent of all Proceeds, which ^{ten} ~~ninety~~ (10%) percent shall be deemed to be owned by Licensor as they are received by Distributor but which shall be subject to deductions from first monies of Licensor's share, such deductions as the cost of prints, tapes, advertising, negative preparation and processing in all guages, promotion, etc.

Regarding all rights of distribution of the Motion Picture granted herein, Distributor shall assume and be solely responsible for all sales costs of distribution. Any and all prints, advertising, manufacturing of a fully edited television version 16mm CRI or master tape (2", 1", etc.) of the Motion Picture and all promotional costs shall be paid for by Licensor and Distributor out of their respective share of the Proceeds. Notwithstanding the foregoing, Distributor shall not be obligated to pay to Licensor any part of the Proceeds which Distributor's contracting parties fail to pay to Distributor.

Distributor shall advance to Licensor the total sum of \$35,000.00 and said advance shall be recoupable by Distributor from Licensor's first monies as defined above. Said advance shall be payable to Licensor as follows:

(a) \$1,000 binder (paid October 31, 1984) upon signature of Letter Agreement.

(b) \$2,500 after screening and acceptance by Distributor of full length English version cassette and then

SECRET/CONFIDENTIAL -2-

VOL 2167 PAGE 326

upon signature of formal agreement.

(c) \$31,500 upon delivery of materials to US and acceptance of same by Distributor editor and laboratory within 45 days of receipt of same.

Licensors hereby agrees to the rating system established by Distributor which categorizes motion pictures on a weighted scale of between two (2) and six (6) - two (2) being the lowest and six (6) the highest, and Licensors accepts a designation of 4 on such scale for the Motion Picture. To illustrate how the weighted scale operates, the following hypothetical case is presented:

Assume a total contract price of \$110,000 for three (3) motion pictures, number one (1) having a weighted average of five (5), number two (2) having a weighted average of four (4) and number three (3) having a weighted average of three (3) - then, the total weighted average for this hypothetical contract would be twelve (12) and the proportionate share for each motion picture would be as follows:

Motion Picture #1	5/12	=	\$ 45,833.33
Motion Picture #2	4/12	=	\$ 36,666.67
Motion Picture #3	3/12	=	\$ 27,500.00
TOTAL	12/12	=	\$110,000.00

Distributor shall use its best efforts to distribute the Motion Picture as profitably as possible upon fair and reasonable terms, in accordance with the customs and standards of the industry. All costs and revenues from all sources shall be cross-collateralized.

DELIVERY OF MATERIALS: Licensors shall promptly make available to Distributor all negative and positive (35mm, 16mm and tape) materials relative to the Motion Picture, including, but not limited to, prints, CRI's, picture and track negatives, M & E tracks, 1", 2" and 3/4" tapes, dialogue materials,

-3-

SHUTTERSTOCK PHOTO, CO. B.

By

[Signature]

VOL. 2107 PAGE 125

trailers, etc. Licensor shall further make available to Distributor, all stills, posters, pressbooks, etc. of the Motion Picture. Immediately, upon execution of this Agreement, Licensor shall submit to Distributor an access letter to any and all laboratories where materials are held granting access to Distributor as well as the right for Distributor to move such materials to an accredited laboratory of Distributor's choice. Such materials will be held in said laboratory in Licensor's name with complete access to all materials by Distributor. Distributor shall have the right to cut/edit the Motion Picture and to change the title, but only for the purposes of exploiting the rights herein granted.

Distributor shall have the right to manufacture as many prints, cassettes, tapes, discs (in all guages) of the Motion Picture as Distributor shall deem to be required for proper distribution and exploitation of the Motion Picture.

UNDERLYING RIGHTS: Licensor shall provide Distributor with a copy of all the underlying rights to the said Motion Picture.

The STANDARD TERMS AND CONDITIONS and the Access Letter attached hereto are hereby incorporated in and made a part of this Agreement. Should there be any contradiction between the Memorandum Distribution Agreement and the Standard Terms and Conditions attached hereto, the Memorandum Distribution Agreement prevails.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CINEMA SHARES INTERNATIONAL
TELEVISION, LTD.

By: *Seamus P. Tuberville*
Distributor

SPECTACULAR TRADING COMPANY HK LTD.

By: *Dick Randall*
Licensor

-4-

VOL 210747120

Laboratory:

Date: November 7, 1984

Re: ACCESS LETTER

TITLE: Space Invaders: 1999
(a/k/a Space Warriors
2000).

Gentlemen:

The undersigned Spectacular Trading Co. HK Ltd., 113 Wardour Street, London W1, England ("Licensor") has entered into an agreement with Cinema Shares International Television, Ltd., 450 Park Avenue, New York, New York 10022 ("Distributor") under which Distributor has been granted certain distribution rights in and to the feature film entitled "Space Invaders: 1999 (AKA Space Warriors 2000)".

For the express benefit of the Distributor, it is hereby agreed as follows:

1. You now have in your possession, in the name of the Licensor, the materials relative to this feature (a list of same to be attached to this Access Letter and incorporated into same). You certify that all materials are ready and suitable for the making of commercially acceptable release prints and/or duplicating materials, including visual elements, sound tracks, music and effects tracks, etc.

2. You will not deliver any of the materials to anyone other than Distributor without the written consent of the Licensor and Distributor.

3. You will at all times perform all laboratory services requested by Distributor relating to the Feature and such laboratory services will be performed by you at prevailing rates at Distributor's sole expense.

4. Neither Distributor nor Licensor shall have any liability for any indebtedness to you incurred by the other.

5. You presently have no claims or liens against the Feature or the materials nor will you assert any claims or liens against the Feature or the materials except for your charges for services rendered for the materials ordered by Distributor.

6. Distributor shall at all times have access to said materials as well as access to remove the materials for editing purposes or any other purpose in order to exploit the Feature. Licensor shall not remove the materials without the express approval in writing from Distributor.

SPECTACULAR TRADING CO. HK LTD.

By

Director

VOL. 21071027

7. This agreement is irrevocable and may not be altered or modified by a written instrument executed by Licensor and Distributor.

Please signify your approval to the terms herein by signing below.

Very truly yours,

Spectacular Trading Company
HK, Ltd.

SPECTACULAR TRADING COMPANY

By *Miss Randall*
Director

By _____

CONSENTED TO:

Cinema Shares International
Television, Ltd.

By: *Tracy Anderson*

AGREED AND ACCEPTED:

By: _____
Laboratory

VOL. 2107 PAGE 028

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. RIGHTS GRANT. The rights granted herein by Licensor to Distributor consist of the sole and exclusive right, license and privilege throughout the Territory:

(a) to distribute, lease, rent, subdistribute, exhibit, transmit, broadcast, project, market and exploit the Picture and any promotional material relating thereto and all trailers and promotional spots therefor in all sizes and gauges, and in all methods of distribution in all media, whether now known or hereafter discovered, including, without limitation, theatrically, non-theatrically and by means of television (as hereinafter defined) and any other means, method(s), mode(s) or device(s), whether now known or hereafter conceived or created;

(b) to make foreign and other language versions of the Picture including, but not limited to, cut-in, superimposed, dubbed and synchronized versions, and exhibition prints thereof;

(c) to cut or edit the Picture and/or to change the title of the Picture;

(d) to exercise full control over the manner and the terms upon which the Picture shall be marketed, distributed and exploited;

(e) to advertise, publicize and promote the Picture and, in connection therewith, except as otherwise expressly provided herein, to have sole discretion as to the manner, form, method, time and frequency of advertising, publicizing and promoting the Picture, the media to be employed the advertising agency to be selected and the type of advertising campaign or campaigns to be utilized;

Jan 11

VOL 210711020

(f) upon delivery of the Picture to the Distributor, for purposes of advertising, publicizing and promoting the Picture:

(i) to publish in such forms as Distributor may deem advisable synopses, summaries, resumes and stories of the Picture, any excerpts therefrom, and any literary, dramatic or musical material included in the Picture or upon which the Picture is based (but not to exceed 10,000 words in length) in newspapers, magazines, trade periodicals, booklets, press books and any other periodicals and in all other media whatsoever;

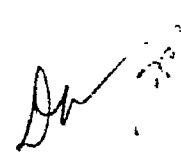
(ii) to broadcast by radio, wire, television, or any other means or method, in any language, adaptations, versions or sketches of the Picture, or any parts or portions thereof not in excess of 5 minutes in length, from sound records or with living persons or otherwise, and, in connection therewith, to use part of, or excerpts from, or the theme of any literary, dramatic or musical material contained in the Picture or upon which the Picture is based and to use in conjunction therewith any other literary, dramatic or musical material; and

(iii) to use the name and reproductions of the physical likeness and/or the voice of any party rendering services in connection with the Picture; and

(g) to license others to exercise any or all of the rights, powers and privileges of Distributor hereunder.

2. WARRANTIES. (a) Licensor warrants and represents that it is the sole and exclusive owner of all of the rights herein granted to Distributor.

(b) Licensor further warrants and represents that:



VOL. 2107 P. 030

(i) upon delivery of the Picture hereunder, all obligations and commitments with respect to the Picture which in any way affect the rights herein granted to Distributor shall have been fully paid or satisfied; that the Picture, when delivered to Distributor, will be free and clear of any liens, claims or demands of any kind or character whatsoever which would in any way prejudice, affect or be inconsistent with the rights herein granted to Distributor;

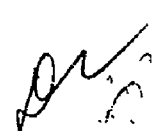
(ii) Neither the Picture nor its title nor the exercise of any of the rights granted to Distributor herein will violate or infringe upon the trademarks, trade names, copyrights, patents, literary, dramatic, music, artistic, personal, civil, property, privacy or any other right of anyone whomsoever or constitute a libel or slander of anyone whomsoever or contain any unlawful material;

(iii) no one other than Distributor has been granted the right to distribute or exhibit or otherwise make use of the Picture anywhere in the Territory or take any action with respect to the Picture which could impair or compete with the rights granted to Distributor herein;

(iv) there are no claims or litigations pending or threatened which will adversely affect the rights granted to Distributor herein;

that all persons who performed services in connection with the Picture have received full payment with respect thereto and, furthermore, that no fee, compensation, residual or other payment whatsoever will be payable by Distributor or by any successor or assignee of Distributor or by any party licensed by Distributor to broadcast, distribute, exhibit or otherwise exploit the Picture or any of the rights granted hereunder, to any producer, director, actor, writer or any other person who performed services or furnished material

-3-



Vol. 2 | 07/20/17 | 31

in connection with the Picture or to any union by reason of the broadcast, exhibition or any other use of the Picture or the exercise of any of the rights granted herein at any time;

that the Picture is a feature-length talking motion picture, fully synchronized with dialogue, music and sound, main and end titled, complete, ready and suitable for distribution as described herein, and shall contain all required screen credits in conformity with all contractual specifications;

That upon Distributor's request, Owner shall promptly supply to Distributor copies of all written contracts, assignments and other documents under which any services or rights were acquired or used in connection with the Picture; that all of them are binding and subsisting; that none of them will be changed nor will any rights be waived thereunder so as to affect adversely any of Distributor's rights hereunder, without Distributor's prior written consent; and that there are no restrictions (under oral agreements or understandings relating to the Picture, or otherwise) which would adversely affect any of Distributor's rights hereunder.

(v) the Delivery Items when delivered shall be sufficient to manufacture commercially acceptable pre-print material and/or release prints suitable (other than as to content) for showing in the Territory;

(vi) there is no limitation or restriction with any actor, actress, author, producer, director, composer, musician or others appearing in, participating in or rendering services to the Picture which will interfere with, restrict, diminish, impair or affect the rights granted to Distributor herein other than standard minimum residual and reuse payments due to unions, guilds or federations or members thereof in

-4-



VOL 2107 401032

connection with distribution of the Picture in any medium or market, or to performing rights societies in connection with the exploitation of the Picture in any medium which amounts when due shall be paid by Licensor; and

(vii) the Picture has not been released, distributed or exhibited to the public in any form or by any media whatsoever anywhere in the Territory..

(c) Licensor agrees, at its own expense, to defend, indemnify and hold Distributor, its assignees and licensees, harmless from and against any and all loss, damage, liability and expense, including, without limitation, attorney's fees which may be suffered or incurred by Distributor, its assignees or licensees, as the result of any breach or default of any of the representations, warranties, covenants or agreements made by Licensor hereunder. If any claim, action, suit or proceeding is brought or threatened alleging facts which, if true, would constitute a breach or default by Licensor of one or more of its representations, warranties, covenants or agreements hereunder, Distributor may, at its election, be represented with respect thereto by counsel retained by Distributor or by Licensor and the cost of such representation shall be paid and borne solely by Licensor. Licensor may, at its own cost, be represented by its own counsel in any such claim, action, suit or proceeding. In addition, if any such claim, action, suit or proceeding is brought or threatened, Distributor may (a) withhold payment to Licensor of sums due to it hereunder reasonably sufficient in the opinion of Distributor's counsel to cover any liability arising therefrom, including counsel fees and/or

132
DA

VR 210 11 17

(b) suspend its obligation to distribute the Picture until such claim, action, suit or proceeding has been finally settled or adjudicated in favor of Licensor and Distributor and the term hereof shall be extended by the duration of such suspension, and unless the same is finally settled or adjudicated within eighteen (18) months from the first notice to Distributor of such claim, action, suit or proceeding, Distributor may terminate any or all of its obligations hereunder, unless Licensor posts security in an amount reasonably sufficient in the opinion of Distributor's counsel to cover any liability arising therefrom, including counsel fees. If Distributor shall settle or compromise any such claim, action, suit or proceeding (Distributor being hereby granted complete discretion and authority to do so), then the cost thereof shall be paid and borne solely by Licensor. However, Distributor shall not have the right to make such settlement if Licensor agrees to take on the defense at its own expense and provides Distributor with reasonably acceptable security to indemnify Distributor against further expenses and any possible judgment. All of Licensor's liabilities, costs and expenses pursuant to this Paragraph shall be paid and borne solely by Licensor and shall not be chargeable against any portion of the Gross Receipts of the Picture.

Each of the rights and remedies granted to Distributor under this agreement are cumulative and the exercise of one shall not limit, diminish or otherwise affect Distributor's right, concurrently or subsequently, to exercise any other rights or remedies, and shall be in addition to such other rights and remedies as Distributor may have at law, in equity, under this agreement or otherwise.

101

Vol. 210-11-100

(d) If any person, firm or corporation shall do or perform any acts which Distributor believes constitute a copyright infringement of the Picture or of any of the literary, dramatic or musical material contained in the Picture, or constitute a plagiarism, or violate or infringe any right of Licensor or Distributor therein, or if any person, firm or corporation shall do or perform any acts which Distributor believes constitute an unauthorized or unlawful distribution, exhibition or use thereof, then and in any such event, Distributor may and is hereby granted the right to take such steps and institute such suits or proceedings as Distributor may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Distributor may and is hereby granted the right to take such steps or institute such suits or proceedings in its own name or in the name of Licensor or in the name of the parties hereto jointly, and Distributor is hereby appointed and constituted the lawful attorney-in-fact of Licensor to do all acts and things permitted or contemplated by the terms of this Paragraph. Distributor shall be entitled to deduct from the Gross Receipts of the Picture its reasonable costs and expenses (including reasonable attorneys' fees) paid or incurred in connection with the foregoing; provided, however, that if any collections are collected by compromise or judgment such expenses shall first be deducted from such collections. The remainder of such collections, if any, shall be treated as Gross Receipts and included in that category of Gross Receipts as defined in Paragraph 6 hereof from which they are derived.

100

VOL. 2107 PAGE 335

3. DISTRIBUTION TERMS.

(a) Distributor agrees to distribute and exploit the Picture, in a manner consistent, in its best judgment, with good business practices. Distributor shall, however, have sole discretion on all decisions concerning distribution of the Picture.

(b) Distributor makes no representation, warranty, guaranty or agreement as to the amount of the gross receipts of the Picture which may be derived from the distribution, exhibition or other exploitation thereof, nor does Distributor guarantee the performance by an exhibitor or any other non-affiliated third party.

(c) Distributor and its subdistributors, licensees and selling agents shall have the right to alter and cancel contracts involving the distribution or exhibition of the Picture, the right to adjust and settle all disputes with exhibitors and other contracting parties, and the right to make allowances and give credit to such parties in connection with such distribution or exhibition contracts. All such alterations and cancellation of contracts, adjustments, settlements, allowances and credits made by Distributor in good faith shall be final.

(d) Manner of Release. Distributor may distribute and market the Picture directly or cause it to be distributed through licensees or subdistributors throughout the licensed territory. Distributor shall also have the sole and exclusive control of all terms and conditions of licensing and sub-licensing the Picture, including, but not limited to, the type and amount of rental or license fees and number of runs. Without in any way limiting the foregoing, it is specifically understood and agreed that Distributor shall have the right, at any time during the term hereof, to enter into agreements with respect

-4-

VOL. 21-07 PAGE 36

to the sale, license or subdistribution of the Picture, notwithstanding the fact that such periods may expire after the expiration of the term hereof. Distributor shall also have the right, in its sole discretion, to cancel or amend contracts involving the distribution or exhibition of the Picture, to adjust or settle claims or disputes of any kind, and to give rebates, credits and allowances. The Picture may be sold or licensed separately or in groups with one or more other motion pictures distributed by Distributor. If the Picture is licensed for distribution or exhibition under any agreement which covers one or more other motion pictures but does not specify separately the license fee, rental or sales price of the individual pictures covered by such agreement, Distributor shall, in good faith, determine the allocation of the license fee, rental or sales price among the several motion pictures covered by the agreement and such allocation shall be binding on Owner. Nothing in this Agreement shall be construed to prevent or restrict Distributor, in any way, or at any time or place, from producing, distributing, exhibiting, or otherwise marketing motion pictures of any kind, including those produced by other persons or companies, and whether or not competitive with the Picture distributed hereunder, it being agreed that Distributor is not to be prevented or restricted because of this Agreement from doing an act or thing which it might otherwise have had the right to do had this Agreement not been entered into.

(c) Disposal of Prints. Promptly upon the expiration, or earlier termination of this Agreement, Distributor shall advise Owner of Distributor's assessment of the quality and condition of each print and trailer and all advertising and other material pertinent to the Picture which is in Distributor's possession or under its control. Thereafter, Owner and Distributor shall, in good faith, determine the

VOL. 2107 PAGE 337

fair market value of such materials, and, upon receipt by Distributor of payment of the fair market value agreed upon between them, Distributor shall thereupon ship all such materials to Owner. If, by reason of quality and condition, a portion or all of such materials have no value at all, Distributor shall, upon Owner's request and at Owner's sole cost and expense, destroy such material in the licensed territory, and Distributor shall thereupon send to Owner, by certified mail, affidavits attesting to such destruction. All costs of shipping materials to Owner pursuant to the provisions of this paragraph shall be paid by Owner.

(f) Delivery of Picture. The delivery of the Picture for the purposes of this Agreement shall consist of:

- (i) a 35mm color reversal intermediate made from the original 35mm negative.
- (ii) a 35mm color reversal intermediate of the trailer made from the original 35mm negative.
- (iii) a 35mm magnetic master of all material pertaining to the soundtrack.
- (iv) such outtakes, including visual and sound material, as may be available.
- (v) all negative and preprint material relating to any trailer prepared or then in the process of preparation.

Delivery of the material specified in this Paragraph 3 shall be made by delivery of an executed laboratory access letter, a copy of which is attached as Exhibit "B" hereto.

- (vi) a video cassette of the Picture.
- (vii) a video cassette of the trailer.

-10-



VOL 216

(viii) one (1) 35mm color corrected fully titled and perfectly synchronized positive print of the Picture.

(ix) two (2) copies of the corrected final shooting script.

(x) five (5) copies of detailed music cue sheets.

All promotional kits, glossy prints, contact sheets, negatives, slides and other advertising, publicity and promotional material, to the extent same are available.

Physical delivery of all materials specified in subparagraphs vii, viii and ix of this Paragraph 3(f) shall be made by Owner to Distributor at Distributor's address as hereinbelow specified, or at such other address of which Distributor shall notify Owner in writing.

Distributor shall pay the cost of release prints and any other laboratory work ordered by it, and such costs shall be treated as a distribution expense with costs out of Producer's share of the proceeds. Distributor shall have the right to remove the protective pre-print materials, including without limitation the DIT's, from the laboratory in possession thereof and deposit said materials in the laboratory of Distributor's choice provided, however, that such removal is necessary or desirable for one or more of the following reasons: (a) to effectuate timely delivery of materials to any licensee or subdistributor of Distributor; (b) to more economically prepare materials which Distributor is authorized to prepare, or cause the preparation of, thereunder; and/or (c) to comply with governmental or other restrictions regarding the utilization of materials.

Delivery of all as set forth in this paragraph by a date not later than ten (10) days from and after completion.

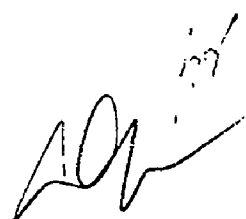
VOL. 2 | 07 | 139

of this Agreement (herein the "Delivery Date") is of the essence of this Agreement, and if Owner fails to do so, Distributor may, in addition to any other rights it may have, elect to: (i) terminate this Agreement and all of its obligations hereunder by notice served at any time thereafter; (ii) accept late delivery of the Picture or one or more elements thereof or (iii) make at Owner's expense any element which Owner fails to deliver on time.

4. DEFINITION AND CATEGORIZATION OF GROSS RECEIPTS.

(a) The term "gross receipts" as used herein shall mean all monies actually received by or credited to the account of Distributor, or a subsidiary or affiliate of Distributor, from distribution and exploitation of the Picture in all media throughout the world, after deduction of the following:

(i) All sums required to be paid or payable by Distributor or any of its subsidiary, affiliated, allied,



VOL. 2107 PAGE 040

associated or related Distributors as state, county, city or other taxes based upon the value of the Picture, and all sums required to be paid or payable by Distributor, or any of its subsidiary, affiliated, allied or associated or related Distributors and Distributor's or their licensees, as imposts, taxes, and like charges, however denominated, imposed, assessed or levied by any government, or any duly constituted taxing authority based upon or relating to the gross monies derived on account of or from the distribution or exhibition of the Picture in any country, subdivision thereof, or territory, or upon the portion thereof payable to Distributor, whether such taxes are denominated as turnover taxes, sales taxes, gross business taxes or by any other denomination. Nothing contained in this subparagraph, however, shall permit Distributor to charge or deduct from the gross receipts of the Picture any net income, franchise, excess profits, corporation or any other similar tax, if such tax is computed upon the actual net profits realized by Distributor, or any subdistributor, licensee, sublicensee, sales agent, representative or any similar entity, and may be charged against them.

(ii) If Distributor engages in "four wall" distribution of the Picture, the aggregate of all theatre rentals, all other costs of operating the theatres and all advertising costs as to such engagements.

(b) (1) The term "theatrical" rights shall mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to the Picture in the theatrical field as that term is commonly understood in the motion picture industry.

-13-

28
6
JH

VOL. 2107 PAGE 041

(ii) The term "television" rights shall mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to the Picture in connection with any and all forms and methods of free, pay, toll, subscription community antenna, cable satellite and/or closed circuit television regardless of the place of actual reception concerned.

(iii) The term "non-theatrical" rights shall mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to the Picture in connection with the right to license in-flight exhibitions, any and all ships at sea and military and Salvation Army installations, the Red Cross, and veterans hospitals and similar facilities, with any and all places, forms and methods not encompassed by the terms "theatrical" and "television" rights, as defined herein.

(c) The term "Domestic Territory" shall mean the U.S., Canada, Puerto Rico, their territories, possessions, protectorates and all ships or planes flying the flags of those countries and wherever situate all sites, bases and installations, all diplomatic and armed forces, agencies and Departments and governmental agencies and all industrial camps and installations notwithstanding that they may be located outside the respective country.

(d) The term "domestic theatrical gross receipts" shall mean all gross receipts actually received in the U.S. by distributor, its subsidiaries and affiliates from the parties exercising theatrical rights in the Picture in the Domestic Territory after giving effect to any adjustments with exhibitors for rebates, credits, allowances or

2167147342

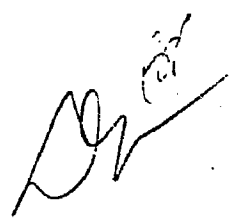
refunds, and after deduction of all costs and expenses incurred in the collection of the same, including attorneys fees.

(ii) The term "domestic television gross receipts" shall mean all gross receipts actually received by distributor in the U.S., its subsidiaries and affiliates as licensing fees from the parties exploiting the television rights in the Picture anywhere in the Domestic Territory after giving effect to any adjustments with exhibitors for rebates, credits allowances or refunds shall include network television, specifically defined as NBC, ABC and CBS, non-network television and all other forms of television.

(iii) The term "domestic non-theatrical gross receipts" shall mean all gross receipts actually received in the U.S. by distributor, its subsidiaries and affiliates from the licensing or other disposition of non-theatrical rights in the Picture in the Domestic Territory.

(iv) The term "foreign gross receipts" shall mean all gross receipts actually received in the U.S. by distributor, its subsidiaries and affiliates from the licensing or other disposition of all rights in the Picture in all media in the Territory outside the Domestic Territory, after giving effect to any adjustments with exhibitors for rebates, credits allowances or refunds, and after deduction of all fees to foreign licenses, and of all costs and expenses incurred in the collection of the same including attorneys fees. Distributor shall exert its best efforts to cause

-18-



Vol. 210

all foreign theatrical gross receipts to be transmitted to Distributor in the United States as quickly as possible. Monies shall neither be deemed to be nor accounted for as "foreign gross receipts" hereunder unless and until they have been transmitted to Distributor in the United States, except that if any such monies are utilized in any way by Distributor outside the United States they shall immediately be deemed part of "foreign gross receipts".

5. COSTS. The term "costs" as used herein shall be deemed to mean the aggregate of the following:

(a) "Shipping costs", consisting of costs of containers, packing, transportation, freight, shipping and storage charges (other than storage at laboratories or of prints in storage vaults) and all duties, customs, taxes, fees, insurance and imposts in connection with shipments, as to all prints and other material in connection with the Picture:

(b) "Advertising costs", consisting of all sums expended or incurred by or on behalf of Distributor for advertising publicity and exploitation purposes anywhere in the Territory, including, without limitation, a pro rata share of the costs and expenses incurred in connection with exploitation and sales promotion at trade shows and conventions such as NATO, NAPTE, MIP, MIFED, Cannes, etc., the salaries of field exploitation men, allocated on the basis of the time spent on the Picture, and their expenses; all costs and expenses incurred by or on behalf of Distributor in connection with the preparation or placement of advertising campaigns, trade advertisements, bill posters, lithographs, and other advertising accessories relating to the Picture; and "cooperative

VC 2107100044

advertising costs," i.e., net amounts actually paid to or on behalf of, or deducted by, exhibitors for time and/or space advertisements in all media relating to specific engagements of the Picture in theatres, plus any amounts paid to or on behalf of, or deducted by, exhibitors for showing trailers of the Picture;

(c) "Laboratory costs", consisting of the cost of prints, replacements, dupe negatives and sales cassettes for the Picture and all sums actually expended or incurred by Distributor in processing said material throughout the territory; and

(d) "Other costs", consisting of all other sums expended or incurred by Distributor anywhere in the Territory in connection with distribution of the Picture, including without limitation, any of the following: screening expenses; censorship boards or for costs and expenses in connection with securing censorship approvals, all sums expended or incurred by Distributor or in connection with cutting, editing, re-assembling, re-edating or re-cutting the Picture for the purpose of meeting censorship requirements or for other purposes permitted under this agreement; costs of search of copyright or title records, or of obtaining copyrights in the Picture; trademarking costs and expenses; costs and expenses of obtaining clearance or ratings with respect to or changing the title of the picture; all charges by Distributor to cover the risk of loss or damage to any prints or negatives of the Picture; the cost of errors and omissions insurance as to the Picture; music copyright and sound royalties paid or incurred by Distributor in connection with the preparation or making of trailers

VOL. 2107-1045

for the Picture, in connection with trade shows or conventions, any payments which Distributor may be required to make to unions, guilds, or federations, or any members thereof, or to performing rights societies, in connection with the distribution of the Picture in television or any other medium or market; personal property taxes and remittance taxes imposed as to the Picture by any state, local or national government; the costs of import fees and licenses and other similar requirements to secure the rights, and other similar duties, all costs and expenses incurred by Distributor in preparing any foreign or other language version of the Picture including, but not limited to, the cost of dubbing, cutting, editing and subtitling; the cost of each print of the Picture loaned or given by Distributor to any national film or similar institution, solely for the library purposes of such institution(s); the costs of checking percentage engagements of the Picture, and if checking is undertaken to ascertain the accuracy of the box office reports submitted generally by a theatre or theatres without reference to particular pictures, then the cost of such checking in any territory in any year shall be allocated against the gross receipts of the Picture in the ratio of the Picture's gross receipts during that year in that territory to the gross receipts of all motion pictures distributed by Distributor in that territory during that year; all reasonable legal fees and related expenses expended or incurred by Distributor for the services of outside counsel in connection with the preparation or review of any documents or other instruments whatsoever relating to the distribution and exhibition of the Picture; and all other legal expenses incurred

-10-



VOL. 2107 148046

legal fees and related expenses incurred by or on behalf of Distributor, in contesting the imposition of any tax on any of the Gross Receipts of the Picture or in connection with any litigation concerning title or rights in the Picture or incidental to the assertion or maintenance of claims for the infringement of the Picture or any part thereof or other interference by third persons with the Picture or any part thereof or any rights granted or sold to Distributor hereunder as well as any and all sums including legal expenses and legal fees and related expenses spent or incurred by or on behalf of Distributor in connection with any proceedings or actions which may be taken against any third parties because of the failure of such third parties to pay any monies due on account of the Picture or in connection with any agreements relating thereto or in connection with the performance of such agreements.

6. PAYMENTS OF LICENSOR'S SHARE OF GROSS RECEIPTS.

(a) Commencing with the accounting period in which gross film rentals are first received by Distributor with respect to the Picture, Distributor shall render to the Owner, in reasonable detail, quarterly statements for three (3) years, semi-annual statements for the three (3) years thereafter, and annual statements for the remainder of the term, showing the gross film rentals and the amount due to Owner pursuant to this Agreement. The amount so shown to be due to Owner pursuant to this Agreement. The amount so shown to be due shall be paid concurrently with the submission of the subject statement. Such statements shall be rendered within ninety (90) days following the end of each accounting period. If statements need be rendered for any period during which no net film rentals are earned, statements submitted by Distributor may be changed from time

Vol. 2107 100007

to time to give effect to year-end adjustments or to items overlooked, to correct errors and for similar purposes. Should Distributor make any overpayment to Owner hereunder because of any extension of credit, adjustments as between reports, inclusion of uncollected rentals in reported gross film rentals which are thereafter not collected, or for any other cause or reason, Distributor shall have the right to deduct and retain for its own account an amount equal to any such overpayment from sums that may thereafter become due or payable by Distributor to Owner, or may demand repayment from Owner, in which event Owner agrees to repay the same when such demand is made. Distributor shall make due and diligent efforts to collect any outstanding obligations with respect to the Picture, but shall not be obligated to bring or maintain any suit or proceeding for collection thereof and shall have the right to make such settlements or adjustments and to grant such releases upon such terms as it may consider reasonable.

(b) Any statement furnished to Licensor by Distributor shall be deemed true and accurate and conclusively binding on Licensor if not disputed in writing by Licensor within one (1) year after such statement shall have been furnished to Licensor and if Licensor does not commence the procedures specified in paragraph 11 below within six (6) months after such notice of dispute.

(c) Distributor shall maintain accurate books of account and records of the distribution of the Picture which, through the term hereof and for two (2) years thereafter, shall be available at all reasonable times during business hours to a duly authorized representative of Licensor who may examine the same, but not more than once per year and only insofar as they pertain to the

Picture, and take excerpts or copy from such books and records, within reason. Such representative shall be a firm of certified public accountants whose selection shall be subject to Distributor's reasonable right of approval.

(d) Should any amounts payable to Owner hereunder be subject to tax withholdings or other government fees or levies in the licensed territory, Distributor shall have the right to make such deductions and withholdings and to pay the same to the governmental agency concerned in accordance with its good faith interpretation of the applicable laws and regulations and shall not be liable to Owner therefor.

7. REPRESENTATIONS. Licensor and Distributor each for itself warrants and represents that it has the authority to execute, deliver and perform this agreement; the execution, delivery and performance of this agreement and the grant of rights provided herein does not violate any law or any contract or other agreement to which it is a party or which is, or purports to be, binding upon its property; no consent, license, approval or authorization of any governmental authority, bureau or agency is required in connection with the execution, delivery and performance of this agreement and the grant of rights provided for herein and this agreement has been duly executed and is binding upon it.

8. OWNERSHIP. The legal ownership of all prints of the Picture, and any advertising or other materials produced or furnished in accordance with the terms hereof shall remain at all times in Licensor. At the expiration or sooner termination of this agreement, Distributor shall deliver or cause the laboratory to deliver to Licensor in New York City or other location which may otherwise

VOL. 2107 PAGE 49

be mutually agreed upon, all Delivery Items, prints and materials as Distributor shall have in its possession or control unless Licensor required destruction thereof or any part thereof, (in which case Distributor shall furnish to Licensor a certificate of such destruction). Notwithstanding the foregoing, Distributor may destroy, or cause to be destroyed, any prints and other film which in its judgment are damaged, worn out or unserviceable, or under other circumstances in which it is customary for Distributor to destroy prints or other film of other motion pictures distributed by Distributor and in such case Distributor shall furnish to Licensor a certificate of the said destruction.

9. ASSIGNMENT. Distributor shall have the full, unrestricted and unlimited right to sell, transfer, assign, license the use of or otherwise dispose of or deal in or with this Agreement and any or all of the rights, licenses, privileges or property herein conveyed or granted or agreed to be conveyed or granted, and to hypothecate or borrow against any sums to be paid or payable to Distributor hereunder, in whole or in part. In the event of any of the foregoing, Distributor shall be relieved of all further obligations, duties and liability to Owner hereunder, provided that said buyer, transferee, assignee or licensee assumes such obligations, duties and liabilities. Distributor shall have the right to assign all rights contained herein and in the Memorandum Distribution Agreement and no such assignment shall relieve either party of its obligation hereunder.

10. BREACH.

(a) Neither of the parties shall be liable or responsible for any breach of the terms or provisions

-22-

herein contained occasioned by an Act of god or by war,
revolution, riot, civil commotion, strike, lockout, flood,
fire, delay in transit or all other instances of force
 majeure or similar circumstances.

(b) Except as otherwise provided in paragraph 11
hereof, in the event of any breach or alleged breach of this
agreement by either party, the other party shall have the
right to bring an action for damages only and not for termina-
tion hereof.

(c) No waiver by either party of any breach hereof
shall be deemed a waiver of any preceding or succeeding breach
hereof.

11. INDEMNITY. Distributor and its subdistributors and
licensees, and its and their successors, assigns, officers,
agents and employees, are referred to in this paragraph as
the "indemnitees." Owner agrees to indemnify the indemnitees,
and each of them, and to hold them, and each of them, harm-
less from and against any and all claims, actions, causes
of action, liability, damages, judgments, decrees, losses,
costs and expenses, including reasonable attorneys' fees,
arising out of or in connection with any breach of any of
the covenants, agreements, warranties or representations
herein made by Owner.

12. CLAIMS. Distributor is hereby granted authority
and power of attorney to assert, prosecute, handle and
settle in the licensed territory all claims, actions or
causes of action against any and all persons, firms or
corporations for the unauthorized or illegal use, copying,
reproduction, release, distribution, exhibition or perform-
ance of the Picture or any part or version thereof, or for
the enforcement or protection of all or any rights herein
granted or purported to be granted to Distributor, and

192

VOL. 2107-3351

any net recoveries obtained therefrom (except recoveries arising out of any failure or breach of any of the warranties, representations, or agreements of Owner hereunder), after the deduction of all costs and expenses, including reasonable attorneys' fees incurred in connection therewith, shall be included in the gross film rentals hereunder. Distributor may, as Owner's attorney-in-fact, join Owner as a party plaintiff in any action brought with respect to the foregoing. The term "action" shall be deemed to include all manner of suits, actions, and proceedings at law or in equity or before any administrative, judicial or governmental agency, or before any arbitration or other private tribunal.

13. WITHHOLDING. In the event that any claim or action is made or brought with respect to which Distributor and its licensees and subdistributors are to be indemnified by Owner hereunder, Distributor shall have the right to withhold from disbursements to or for the account of Owner any amounts otherwise payable by Distributor to Owner pursuant to this Agreement, to the extent that such amounts are deemed necessary by Distributor to satisfy any liability or settlement in connection with such claim or action, plus a reasonable amount to cover the expenses of contesting or defending such claim or action. Distributor shall have the further right to apply the amount withheld to the satisfaction of such liability or settlement. Owner shall remain liable, however, for any part of such liability, settlement or expenses not satisfied by the application of the amount withheld as aforesaid, it being understood and agreed that such right of withholding is in addition to, and not exclusive of, any other right or remedy Distributor may have in the premises, whether at law or in equity, under this Agreement or otherwise.

VCL21071052

14. DEFAULT IN PAYMENT. If, at any time during the term hereof, Distributor shall fail to remit to Licensor any amounts which Licensor shall claim due to Licensor at such time, the following provisions shall apply:

(a) Licensor shall give notice to Distributor of the nature and approximate amount of the payment alleged to be due, and within 30 days after receipt of such notice, Distributor shall either pay all amounts so demanded or shall give notice to Licensor setting forth Distributor's reasons for not paying all or any part of such amounts.

(b) If Distributor fails to do either of the acts set forth in (a) above within the thirty (30) day period therein set forth, then Licensor may immediately terminate this agreement by written notice to Distributor at any time within thirty (30) days after the end of the said thirty (30) day period. Such termination shall be effective five (5) days after the giving of such notice, unless prior to the end of such five day period Distributor shall pay to Licensor, in full, by certified or bank check, the amounts claimed to be due by Licensor or shall set forth Distributor's reasons for not paying such amounts.

(c) If, pursuant to subparagraphs (a) or (b) above, Distributor shall give notice of its reasons for not making the demanded payments, then Licensor's only recourse as to



VEL 21070035

such demanded payment shall be to commence arbitration within thirty (30) days thereafter in New York City pursuant to the rules then obtaining of the American Arbitration Association, and the award rendered by such arbitration(s) shall be binding upon the parties and judgment may be entered in any court of appropriate jurisdiction. If the decision of the arbitrator(s) shall be that there are amounts due to the Licensor, and Distributor shall fail to pay in full to Licensor, by certified or bank check, within five days after the said decision is confirmed by a court of competent jurisdiction, the amounts so determined by the arbitrator(s) then Licensor may immediately terminate this agreement by written notice to Distributor which termination shall be effective 10 days after such notice, unless prior to such effectiveness Distributor shall pay in full to Licensor, by certified or bank check, the amounts so determined by the arbitrator(s).

(d) During any period of controversy prior to termination hereunder, Distributor shall have the right to continue distributing and otherwise licensing the photoplay in accordance with the terms hereof. In the event of termination of this agreement in accordance with the terms of this paragraph, Distributor shall have no further right to deal with the Picture and all rights therein shall revert to Licensor, and Distributor shall immediately deliver to Licensor all print, pre-print, advertising and other materials relating to the Picture in its possession except that any distribution or exhibition contracts entered into prior to such termination shall continue in full force and effect and Distributor shall continue to be entitled to service the said elements, collect monies thereunder and retain its share of receipts with respect thereto.

-24-

32
LH

VOL. 2107 P. 54

15. DISTRIBUTOR'S CREDIT. Distributor shall have the right but not the obligation to include prior to the first frame of action and/or on the main and end titles of the Picture, and on all advertising and publicity material for the Picture, Distributor's trademark or emblem, together with the words "Distributed by", "Released by (or through) Distributor".

16. NOTICE. All notices and statements to be rendered hereunder shall be addressed as follows:

To Owner:

To Distributor:

at such other addresses as the respective parties may designate in writing. Such notices shall be served and statements rendered by depositing them, charges prepaid, in the mails, by certified mail, return receipt requested, or by delivering them, charges prepaid, to a telegraph or cable office. The date of receipt of any such notice shall constitute the date of service.

17. GENERAL TERMS.

(a) Licensor and Distributor agree to execute and cause to be executed and delivered to the other any additional documents and instruments which the other may reasonably require to implement the terms and provisions of this agreement, including without limitation, duplicate originals, or protestat copies if duplicate originals are unavailable, of all licenses, contracts, assignments and other written participations from the proper parties in interest

DM

VOL. 2 | 07 MAR 2015

permitting the use of any musical, literary, dramatic and other material of whatever nature used in the production of the Picture. If either party fails to do so, they hereby appoint the other their attorney-in-fact to execute and deliver such documents.

(b) This agreement constitutes the entire agreement between the parties, cannot be changed except by an instrument in writing signed by both of the parties and shall be governed by and construed in accordance with the laws of the State of New York.

(c) Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party the agent of the other. Neither party shall hold itself out contrary to the terms of this Paragraph 17(c), and neither party shall become liable by reason of any representation, act or omission of the other contrary to the provisions hereof.

(d) No waiver of any term or breach of this agreement shall constitute a waiver of any other term or breach thereof.

(e) In the event any term or condition of this agreement is determined to be illegal or otherwise unenforceable or invalid, all other terms and conditions hereof shall remain in full force and effect.

-26-

